

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JUSTIN SHERWOOD,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

22-cv-7505 (BMC)

THE CITY OF NEW YORK, ET AL.,

Defendants.
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WHEREAS, plaintiff Justin Sherwood commenced this action by filing a complaint on or about December 9, 2022, alleging that defendants City of New York, Officer Tiagom Reis, Officer Arthur Sturman, Officer John Madera, and Det. Samantha Sturman violated his federal civil and state common law rights; and

WHEREAS, all defendants deny any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff's counsel represents that plaintiff has assigned all of his rights to attorneys' fees, expenses, and costs to his counsel, Gideon Oliver, Esq.; and

WHEREAS, counsel for defendants and counsel for plaintiff now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraphs "2" through "5" below.

2. Defendant City of New York hereby agrees to pay plaintiff Justin Sherwood the sum of Twenty Four Thousand (\$24,000.00) Dollars in full satisfaction of all claims brought in the above-captioned matter on behalf of plaintiff, with the exception of attorneys' fees and costs, which have been assigned to his counsel and will be paid to plaintiff's counsel separately. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release defendants City of New York, Officer Reis, and Officer Sturman; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release.

3. Defendant Officer John Madera hereby agrees to pay plaintiff Justin Sherwood the sum of Five Hundred (\$500.00) Dollars in full satisfaction of all claims brought in the above-captioned matter on behalf of plaintiff, with the exception of attorneys' fees and costs, which have been assigned to his counsel and will be paid to plaintiff's counsel separately. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendant Officer Madera and to release defendant Officer Madera, and his successors or assigns

from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release.

4. Defendant Detective Samantha Sturman hereby agrees to pay plaintiff Justin Sherwood the sum of Five Hundred (\$500.00) Dollars in full satisfaction of all claims brought in the above-captioned matter on behalf of plaintiff, with the exception of attorneys' fees and costs, which have been assigned to his counsel and will be paid to plaintiff's counsel separately. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendant Detective Sturman and to release defendant Detective Sturman, and her successors or assigns from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release.

5. Defendant City of New York hereby agrees to pay plaintiff's counsel, Gideon Oliver, Esq., the total sum of One Hundred and Thirty Two Thousand and Five Hundred (\$132,500) Dollars in full satisfaction of plaintiff's claims for attorneys' fees, expenses, and costs. In consideration for the payment of One Hundred and Thirty Two Thousand and Five Hundred (\$132,500) Dollars, counsel for plaintiff agrees to release and discharge defendants City of New York, Officer Reis, Officer Sturman, Officer Madera, and Detective Sturman; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action.

6. Counsel for plaintiff hereby agrees and represents that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of plaintiff in any application for attorneys' fees, expenses, or costs at any time.

7. Plaintiff and counsel for plaintiff shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, General Releases, based on the terms of paragraphs "2" through "5" above, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

8. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

9. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

10. Plaintiff agrees to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

11. This Stipulation of Settlement contains all the terms and conditions agreed upon by counsel for defendants and counsels for plaintiff hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
September 28, 2023

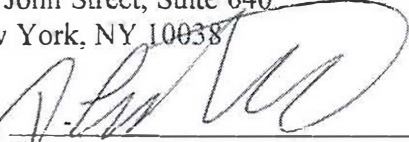
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